

## **APPENDIX B (STATEMENT OF WORK)**

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## **1.0 SCOPE OF WORK**

### **1.1 Traditional Legal Assistance Program (TLAP) Overview**

- 1.1.1 The TLAP (or Program) was established by the Older Americans Act (OAA) and Older Californians Act (OCA) for the primary purpose to promote justice, dignity, health, security, maximum autonomy and independence to Older Adults particularly those in greatest need, by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy.
- 1.1.2 The goal of TLAP is to deliver high quality, high-impact, cost effective services designed to address the unmet legal needs of eligible Clients. TLAP provides legal advice and representation from an attorney to Older Adults and to unpaid Family Caregivers. This includes counseling or other appropriate legal assistance provided by a licensed attorney, paralegal or law student under the direct supervision of a licensed attorney.

### **1.2 TLAP Statutes and Guidelines**

- 1.2.1 Subrecipient shall provide TLAP Program Services (Services) as described within this Statement of Work and the terms of the Subaward in accordance with the following Program statutes and guidelines, in addition to all other applicable laws and regulations:
  - 1.2.1.1 Older Americans Act reauthorized (OAA) (Title 42 United States Code Sections 3001-3058), which includes the following Program-specific regulations:
    - 1.2.1.1.1 OAA Title III (Grants for State and Community Programs on Aging) Part B (Supportive Services and Senior Centers)
  - 1.2.1.2 Title 22 California Code of Regulations Section 7000 et seq.
  - 1.2.1.3 Title 45 Code of Federal Regulations Section 1321 et seq.
  - 1.2.1.4 Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. (OCA)

- 1.2.1.5 California Department of Aging (CDA) Program Memoranda
- 1.2.1.6 County Program Memoranda, Directives, letters, notices, e-mails, and other communications pertaining to Program Services, operations, funding, budgeting, and the like
- 1.2.1.7 Services approved by County as reflected in Appendix A (Sample Subaward), Exhibit X1 (Mandated Program Services for TLAP OAA Title III B) and Exhibit X2 (Mandated Program Services for TLAP OAA Title III E) of the Subaward

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 Services must be provided in the Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a site, or revising hours of Service provision, and before commencing such Services at any other location, Subrecipient shall obtain written consent from County. All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Subaward, as applicable.
- 2.2 Subrecipient shall submit a written request to County's Program Manager a minimum of thirty (30) days prior to the date if Subrecipient intends to relocate its office or site location(s). Subrecipient shall ensure that site locations are open to any eligible individuals, are located in areas where there are demonstrated needs or documented demands for Services, or where a needs assessment or survey has been conducted. County shall provide a written response within ten (10) business days of receipt of the notification of site relocations. Subrecipient shall not open a new site or close any existing site prior to receiving County's written approval. In the event that relocation of Subrecipient's office or site location(s) is due to an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services) that would prevent Subrecipient from submitting a written request to County's Program Manager thirty (30) days in advance, Subrecipient shall request County's approval immediately upon occurrence of such emergency.
- 2.3 Subrecipient shall provide the identity of each designated Community Focal Point as specified in OAA Section 102 (a)(21) and Title 42 United States Code Section 3026(a)(3)(A)) as directed by County's Program Manager.

Subrecipient shall identify or update the designated Community Focal Point site locations, as needed. A complete list of Community Focal Points is provided in Attachment 3 (Community Focal Points).

- 2.4 Specific Work Requirements as stated in Section 10.0 (Specific Work Requirements) and Work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency arise, Subrecipient's request for Service or Work hour modifications will be reviewed by County's Program Manager on a case-by-case basis.

### **3.0 QUALITY CONTROL**

- 3.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Subaward. The Quality Control Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:

- 3.1.1 Method of monitoring to ensure that Subaward requirements are being met.

- 3.1.2 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

- 4.1 County will evaluate Subrecipient's performance under the Subaward using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of the Subaward.

#### **4.2 Meetings**

- 4.2.1 Subrecipient shall attend all meetings scheduled by County or authorized designee. Subrecipient shall ensure that, at a minimum, Subrecipient's designated Employee represents Subrecipient at each meeting. Mandatory meetings may be held at a County facility, at another site, or online (e.g., WebEx). Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary. County will document

attendance for in-person and online meetings.

4.2.2 Subrecipient Staff shall regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be scheduled by County. At Subrecipient's own expense, Subrecipient may elect to attend meetings outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

4.2.3 Subrecipient's failure to attend all mandatory meetings (in-person and online) shall be considered non-compliance with this Subaward, and may result in further action pursuant to Subparagraph 9.13 (Probation and Suspension) and Subparagraph 9.18 (Remedies for Non-Compliance) of the Subaward, this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.

#### **4.3 Subaward Discrepancy Report**

4.3.1 Subrecipient shall immediately notify County's Compliance Manager whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.

4.3.2 County's Compliance Manager will determine whether a formal Subaward discrepancy report shall be issued. Upon receipt of this report, Subrecipient shall respond in writing to County's Compliance Manager within the timeframe designated by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the report shall be submitted to County's Compliance Manager as prescribed by County.

#### **4.4 County Observations**

4.4.1 In addition to County's contracting Staff, other County personnel, State representatives and Federal representatives may observe the performance/activities and review documents relevant to this Subaward at any time during normal business hours which are defined as five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., not including County recognized holidays. A list of County recognized holidays is provided in Attachment 2 (County Recognized

Holidays). However, these personnel may not unreasonably interfere with Subrecipient's performance.

#### **4.5 County's Needs Assessment**

- 4.5.1 County shall conduct a needs assessment of underserved communities within six (6) months after the commencement of the Subaward to determine whether the needs of the Client are being met.

### **5.0 DEFINITIONS**

- 5.1 For a listing of definitions for this Program, refer to Appendix A (Sample Subaward), Exhibit P (Definitions)) of the Subaward.
- 5.2 While Appendix A (Sample Subaward) Exhibit P (Definitions) includes defined terms that may not reference the Subaward, it is included to reflect a comprehensive and coordinated service delivery for all AAA programs.

### **6.0 RESPONSIBILITIES**

#### **6.1 County Personnel**

- 6.1.1 County will administer this Subaward according to Paragraph 6.0 (Administration of Subaward – County) of the Subaward. Specific duties will include:
  - 6.1.1.1 Monitoring Subrecipient's performance in the daily operation of the Subaward.
  - 6.1.1.2 Providing direction to Subrecipient in areas relating to policy, information and procedural requirements.
  - 6.1.1.3 Preparing Amendments in accordance with Subparagraph 8.1 (Amendments) of the Subaward.

#### **6.2 Intentionally Omitted**

#### **6.3 Subrecipient's Project Manager**

##### **6.3.1 Minimum Requirements for Project Manager**

- 6.3.1.1 Subrecipient shall provide a full-time (defined as working forty (40) hours each week, dedicating 100% of the individuals time on the Program, and reported as such on the Budget(s) for this position) Project Manager or designated alternate. County



must have access to Project Manager during normal business hours. Subrecipient shall provide a telephone number and e-mail address where Project Manager may be reached on an eight (8) hours per day basis.

6.3.1.2 Project Manager or his/her alternate shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward.

6.3.1.3 Subrecipient shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient shall immediately fill the position with a temporary replacement and shall fill the position with a permanent person within thirty (30) days.

6.3.2 Responsibilities of the Project Manger shall minimally include the following:

6.3.2.1 Planning, organizing, and directing all administrative and Program activities in accordance with this Subaward.

6.3.2.2 Defining the lines of authority and developing the roles and parameters of responsibility for Program Staff consistent with established County requirements.

6.3.2.3 Serving as the coordinator/liaison for all Services, ensuring that any communications related to the Subaward are conveyed to the appropriate personnel.

6.3.2.4 Overseeing all the daily Subaward activities. The Project Manager must be capable of, and able to take on, the responsibilities of the Managing Attorney in their absence, should the need present itself.

6.3.3 **Minimum Required Education, Experience and Qualifications**

6.3.3.1 Project Manager must be licensed and in good

standing with the California State Bar as an active member.

6.3.3.2 Project Manager must meet or exceed the State Bar of California's continuing legal education requirements.

6.3.3.3 Project Manager must have a minimum five (5) years of experience in providing legal services with two (2) of those five (5) years in a supervisory role. Two (2) of those five (5) years of experience must also be in practicing elder law.

6.3.3.4 Subrecipient or Project Manager must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteers, who are dispensing legal services.

#### **6.4 Subrecipient's Personnel**

6.4.1 Subrecipient shall assign a sufficient number of qualified Staff with the appropriate education, licensure and experience noted below to perform the required Work. Staff must be capable of establishing effective communication with Clients as well as other AAA Service Providers (see Appendix A (Sample Subaward), Exhibit P (Definitions)). The total number of Staff shall be based on the method and level of Services provided and the size of the Service area served by Subrecipient. Subrecipient shall always have a Staff member that speaks and understands English and has the authority to act on behalf of Subrecipient in every detail available during business hours. Non-attorneys, paralegals, or law students providing Services must do so under the direct supervision and control of an active member of the California State Bar, consistent with the California State Bar Rules and California statutes. Such staff shall meet all qualifications reflected in the Subaward, as well as those provided by County through Subaward Amendments, Directives, Change Notices, Program Memorandums, etc.

6.4.2 Subrecipient shall be required to conduct a background check on its Staff as set forth in Subparagraph 7.5 (Background and Security Investigations) of the Subaward. Subrecipient shall also

be required to conduct a background check on any Volunteer that has direct Client contact and has access to Client personal information and/or case files.

6.4.3 Subrecipient shall notify County of any significant personnel change and shall fill vacancies for critical positions within thirty (30) days.

6.4.4 Subrecipient shall ensure that its Staff is available to all Clients, potential Clients, referral sources, as well as County at a minimum during normal business hours. Subrecipient shall also ensure that personal telephone contact with Subrecipient's Staff is available to Clients, potential Clients, referral sources, and County at a minimum during normal business hours. Subrecipient shall further ensure that each Subrecipient office location has a telephone answering service/voice mail system in place during non-business hours. Subrecipient's Staff shall respond to calls and messages as provided in Subsection 7.4 (Telephone Calls).

6.4.5 Subrecipient and Staff of Subrecipient shall not engage in the following prohibited political activities:

6.4.5.1 Neither Subrecipient nor its Staff shall contribute, or make available, Older American Act funds, personnel or equipment to any political party or association or to the campaign of any political party office; or for use in advocating or opposing any ballot measure, initiative, or referendum;

6.4.5.2 Neither Subrecipient nor its Staff shall intentionally identify the Title III Program or Subrecipient with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or private office; and

6.4.5.3 While engaged in legal assistance activities supported under this Subaward, no Subrecipient Attorney (Employee or Volunteer) shall engage in any political activity

6.4.6 Subrecipient's Staff may engage in other legal activities to the extent that there is no conflict of interest or interference with their professional responsibilities under this Subaward and to the extent permitted under California State Bar's Rules of

Professional Conduct and California law.

**6.4.7 Multicultural and Multilingual Capabilities of Subrecipient Staff**

6.4.7.1 Subrecipient must be committed and sensitive to the delivery of TLAP Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified Employees who are multilingual and/or multicultural in order to better reflect the communities served.

6.4.7.2 Subrecipient and its Staff are expected to develop cultural competency and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served..

6.4.7.3 To the extent feasible, Subrecipient shall provide Services in the primary/native language of Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ individuals and recruit Volunteers who are bilingual or who are fluent in the dominant languages of the community. Subrecipient shall not require any Client to provide his/her own interpreter.

**6.4.8 Managing Attorney**

6.4.8.1 Subrecipient Staff must include a full-time Managing Attorney. The Managing Attorney may also serve as the Project Manager.

6.4.8.2 Under the direction of the Project Manager, the Managing Attorney is responsible for planning, coordinating, organizing, and developing the principles and techniques related to providing the Services required under the Subaward and this Statement of Work. The position's primary responsibilities include: a) ongoing supervision of the Program's Staff, which includes ensuring that all Services are delivered appropriately and within

established time frames; and b) monitoring Client outcomes.

6.4.8.3 The Managing Attorney shall review ongoing cases with respective Staff at least quarterly to determine the appropriateness of current Services and the need for ongoing Services.

6.4.8.4 **Minimum Required Education, Experience and Qualifications**

6.4.8.4.1 Managing Attorney must be licensed by and in good standing with the California State Bar as an active member at all times during the term of the Subaward.

6.4.8.4.2 Managing Attorney must meet or exceed the State Bar of California's continuing legal education requirements. Subrecipient or Managing Attorney must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteers, who are dispensing legal services.

6.4.8.4.3 The Managing Attorney must demonstrate the following:

6.4.8.4.3.1 Ability to speak/read/understand English fluently;

6.4.8.4.3.2 Ability and experience communicating effectively with Clients, family members, service providers, and co-workers;

6.4.8.4.3.3 Ability and experience

providing guidance on decisions requiring judgment, assistance with problem situations, and Client legal issues;

6.4.8.4.3.4 Administrative ability and experience explaining goals, policies, and procedures and to assist Staff in adjusting to changes that occur;

6.4.8.4.3.5 Ability and experience encouraging the development of professional growth and upgrading of skills through the access to training and current literature;

6.4.8.4.3.6 Ability and experience evaluating the performance of Staff based on established criteria;

6.4.8.4.3.7 Expertise in the provision of Program Services required in Attachment 4 (California Statewide Legal Guidelines and this Statement of Work and;

6.4.8.4.3.8 Minimum five (5) years of experience in providing legal services, with two (2) of

the five (5) years of experience in a supervisory role. Two (2) of those five (5) years of experience must also be in practicing elder law.

**6.4.9 Staff Attorney**

6.4.9.1 Subrecipient Staff must include a minimum of one (1) full-time Staff Attorney

6.4.9.2 Staff Attorney(s), working under the supervision of the Managing Attorney, shall provide legal assistance and representation to eligible Clients as outlined in Section 10.0 - Specific Work Requirements.

**6.4.9.3 Minimum Required Education, Experience and Qualifications**

6.4.9.3.1 Staff Attorney(s) must be licensed by and in good standing with the California State Bar as an active member at all times during the performance of work under the Subaward and must also meet or exceed the State Bar of California's continuing legal education requirements. Subrecipient or Staff Attorney must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteers, who are dispensing legal services.

6.4.9.3.2 Staff Attorneys must demonstrate the following:

6.4.9.3.2.1 Ability to speak/read/understand

English fluently;

6.4.9.3.2.2 Ability and experience communicating effectively with Clients, family members, service providers, and co-workers;

6.4.9.3.2.3 Ability and experience treating Clients, family members, service providers, and co-workers with dignity and respect;

6.4.9.3.2.4 Knowledge of elder law; and

6.4.9.3.2.5 Knowledge of community legal resources and, available funding sources.

#### 6.4.10 **Volunteers**

6.4.10.1 Volunteers shall be recruited, trained and used by Subrecipient to expand the provision of Services. Volunteers must be appropriately qualified for the responsibilities Subrecipient intends to assign them to prior to beginning those responsibilities. Volunteers shall be solely the responsibility of Subrecipient.

6.4.10.2 Volunteer Attorneys shall be utilized by Subrecipient to the greatest extent possible in providing Services. However, Volunteer Attorneys shall not be used to a greater extent than Subrecipient Staff Attorneys in providing Services.

6.4.10.3 **Minimum Required Education, Experience and Qualifications**



- 6.4.10.3.1 Volunteer Attorneys shall be licensed as an active member and in good standing with the State Bar of California at all times during the performance of work under the Subaward. Subrecipient or Volunteer Attorney must carry malpractice insurance. If only Subrecipient maintains malpractice insurance, the policy must cover the activities of those working on behalf of Subrecipient, whether as Employees or Volunteers, who are dispensing legal services. Volunteer Attorneys shall be directly supervised by the Managing Attorney or a Staff Attorney.

## **6.5 Identification Badges**

- 6.5.1 Subrecipient shall ensure that its Staff are appropriately identified as set forth in Subparagraph 7.4 (Subrecipient's Staff Identification) of the Subaward.

## **6.6 Materials and Equipment**

- 6.6.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of Subrecipient. Subrecipient shall adhere to the requirements for purchasing, inventorying, and disposing of material and equipment obtained under this Subaward as outlined herein and in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) of the Subaward. Subrecipient must obtain County approval in writing prior to the purchase of any equipment or vehicles purchased with Subaward Sums as described in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).
- 6.6.2 Subrecipient shall use materials and equipment that are safe for use by Staff and safe for the environment.
- 6.6.3 All fixed and non-fixed assets shall be assigned to a manager or supervisor at the location where the assets are stored.
- 6.6.4 Subrecipient shall contact County's Program Manager regarding

the appropriate procedure to follow before disposing of equipment or vehicles purchased with Subaward Sums. Subrecipient must obtain County approval prior to the disposal of any equipment or vehicles purchased with Subaward Sums.

## **6.7 Training**

- 6.7.1 Subrecipient shall provide training programs for all new Staff and continuing in-service training for all existing Staff. Training shall include, but is not limited to, the provision of an orientation to all new Staff. Subrecipient shall ensure that its Staff, both existing and new, are properly trained in all areas related to providing TLAP Services.
- 6.7.2 All Staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All Staff must wear safety and protective gear according to Occupational Health and Safety Administration (OSHA) standards.
- 6.7.3 Subrecipient shall implement an annual internal Staff training plan. The written training plan shall be maintained on file by Subrecipient, and shall identify who is to be trained, who will conduct the training, training content, and dates scheduled. Training sessions conducted by Subrecipient shall be evaluated by those receiving the training.
- 6.7.4 Subrecipient shall maintain written documentation of all training including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets which include both the name and signature of attendees. Subrecipient shall make training records available for inspection by County upon request.
- 6.7.5 Subrecipient shall attend all mandatory trainings scheduled by County or authorized designee. Subrecipient shall ensure that, at a minimum, Subrecipient's designated Employee represents Subrecipient at each training session. Mandatory trainings may be held at a County facility, at another site, or online (e.g., WebEx). Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary. County will document attendance for in-person and online

training.

6.7.6 At Subrecipient's own expense, Subrecipient may elect to attend educational training opportunities outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.

6.7.7 Subrecipient's failure to attend all mandatory trainings (in-person and online) shall be considered non-compliance with this Subaward, and may result in further action pursuant to Subparagraph 9.13 (Probation and Suspension) and Subparagraph 9.18 (Remedies for Non-Compliance) of the Subaward, this Statement of Work, Attachment 1 (Performance Requirements Summary Chart), and any other applicable remedies.

6.7.8 **Security Awareness Training**

6.7.8.1 Subrecipient shall ensure that Staff who handle confidential, sensitive, or personal identifying information relating to TLAP complete the Security Awareness Training module, which is available online at [www.aging.ca.gov](http://www.aging.ca.gov), within thirty (30) days of the start date of the Subaward or within thirty (30) days of the start date of any new Staff who work under this Subaward.

6.7.8.2 Subrecipient shall maintain certificates of completion for the Security Awareness Training on file and shall provide them upon request by County or State representatives.

6.8 **Subrecipient's Office**

6.8.1 Subrecipient shall maintain a physical office in Los Angeles County where Subrecipient conducts business. Subrecipient's office shall have an active telephone line. The office shall be open at a minimum during normal business hours, and shall be staffed by at least one (1) Staff who can respond to inquiries and complaints which may be received about Subrecipient's performance under this Subaward. When the office is closed during non-business hours, Subrecipient shall utilize an answering service to receive calls. Subrecipient shall respond to calls received by the answering service within forty-eight (48)

hours of receipt of the call. Subrecipient shall always have Staff with the authority to act on behalf of Subrecipient available during normal business hours.

6.8.2 Subrecipient shall publicly display the days and hours of operation for the provision of contracted Services at all Subrecipient office locations/sites. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

6.8.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.8.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects. Subrecipient shall utilize the services of a certified/licensed pest control company to fumigate the premises and perform pest control services on an as-needed basis.

## **6.9 Client Eligibility Criteria**

6.9.1 The U.S. Department of Health and Human Services Administration on Aging (AoA) determines the eligibility criteria for TLAP Services, and is based on Federal, California and State regulations and County policies. Unless otherwise expressly indicated in this Statement of Work, or pursuant to Subaward amendment, or by Federal, State, or local law, Subrecipient shall only provide Services to eligible individuals who meet the AoA-established criteria.

6.9.2 As defined in Title III, Part A, Sections 302(3) and 372(a) of the OAA, individuals are eligible to be Clients and receive Services when they meet either of the following criteria:

6.9.2.1 Older Adult Client (funded with Title III B): An older individual who is at least 60 years of age as defined

in Title I Section 102(a)(40) of the OAA and in Appendix A (Sample Subaward), Exhibit P (Definitions),

6.9.2.2 Subrecipient shall provide Services to institutionalized, isolated, and homebound Clients (45 CFR 1321.71), OR

6.9.2.3 Caregiver Client (funded with Title III E): Under Caregiver Clients there are two eligible Client subcategories: Family Caregivers and Grandparent/Relative Caregivers.

6.9.2.3.1 A Family Caregiver, according to Section 302 (3) of the OAA and as defined in Appendix A (Sample Subaward), Exhibit P (Definitions), is eligible to receive Services when he or she meets the following Criteria:

6.9.2.3.1.1 An adult family member (18 years of age and older) or another individual (18 years of age and older); and

6.9.2.3.1.2 An informal (i.e., unpaid) provider of in-home and community care to an Older Adult (60 years of age and older) who is Frail (see Appendix A (Sample Subaward), Exhibit P (Definitions)) or to an individual of any age with a Disability, Alzheimer's disease or a related disorder with neurological and Organic Brain Dysfunction (see Appendix A (Sample Subaward), Exhibit P

(Definitions));

6.9.2.3.2 A Grandparent/Relative Caregiver, according to Section 372(a)(3) of the OAA and as defined in Appendix A (Sample Subaward), Exhibit P (Definitions) is eligible to receive Services when he or she meets the following criteria:

6.9.2.3.2.1 An older individual (55 years of age or older) who is the Primary Caregiver (see Appendix A (Sample Subaward), Exhibit P (Definitions)) of a child (an individual who is younger than 18 years of age) because the biological or adoptive parents are unable or unwilling to serve as the Primary Caregiver of the child; and

6.9.2.3.2.2 Lives with the child; and

6.9.2.3.2.3 Has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally; OR

6.9.2.3.2.4 An older individual (55 years of age or older) who is the Primary Caregiver of an individual of any age with a Disability (see Appendix A (Sample Subaward), Exhibit P (Definitions)).

6.9.3 Subrecipient shall not require a Client to disclose information about the Client's income or resources as a condition for providing Services.

6.9.3.1 Subrecipient may ask about the Client's financial circumstance if it is part of the process of providing legal advice, counseling and representation, or for the purpose of identifying additional resources and benefits for which the Client may be eligible.

6.9.4 Subrecipient must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with 22 CCR 7500(b).

## **6.10 Collaborations and Outreach**

6.10.1 Subrecipient must form collaborations with County and City of Los Angeles subrecipients providing Services funded through the OAA, including other community organizations in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. In sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

6.10.2 Subrecipient shall develop linkages with other community-based long-term care service providers, particularly those that see Clients at home.

6.10.3 Subrecipient shall develop an outreach plan and actively provide and disseminate Program information to the public on what Services may be available to potential eligible Clients and to the target population. All materials must be presented in a culturally sensitive manner by Subrecipient.

6.10.4 Subrecipient shall ensure that information and assistance on Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) individuals by participating in activities such as disseminating information at targeted outreach events, conducting presentations at various facilities, and providing culturally appropriate outreach and assistance to overcome disparities in accessing Services.

6.10.5 Outreach may involve efforts aimed at targeted Older Adults or

efforts aimed indirectly at Older Adults via other organizations that serve them. Successful outreach efforts may include: distribution of information about services to community members, developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; developing additional ways to access services; utilizing media directed to target populations; utilizing bilingual Staff; and other strategies to promote access.

6.10.6 While carrying out Services activities and while using resources provided under the OAA, neither Subrecipient nor any of its Staff shall:

6.10.6.1 Participate in any public demonstration, picketing, boycott, or strike, except as permitted by law in connection with Subrecipient's Employee's own employment situation;

6.10.6.2 Encourage, direct, or coerce others to engage in such activities; or

6.10.6.3 At any time engage or encourage others to engage in:

6.10.6.3.1 Any illegal activity; or

6.10.6.3.2 Any intentional identification of programs funded under the OAA or recipient with any political activity.

6.10.6.4 None of the funds made available under the OAA and this Subaward may be used to pay membership or other dues exceeding \$100 per organization/recipient (i.e., associations, groups or any organization where memberships dues are a prerequisite for participation) per annum to any organization (other than a bar association), a purpose or function of which is to engage in activities prohibited under federal or State law and regulations, unless such dues are not used to engage in activities for which OAA funds cannot be used directly and not prohibited by law.



## **6.11 Memorandum of Understanding with the Long-Term Care Ombudsman Local Service Provider**

- 6.11.1 Subrecipient shall enter into a memorandum of understanding (MOU) with the AAA contracted Long-Term Care Ombudsman Program local service provider (LTCOP provider). The MOU will address conflicts of interest of all types, the provision of legal advice, procedures for referral, and other technical assistance. In the event that the LTCOP provider is not able to provide all of the required legal elements for LTCOP, Subrecipient may also enter into the MOU with an alternative written arrangement for providing advice and counsel to residents of Long-Term Care (LTC) facilities. Alternative arrangements may include pro bono legal services to LTCOP and LTC residents. These legal services are provided at no charge to either the program or the resident.
- 6.11.2 The alternative written arrangement must be preapproved by County's Program Manager. In addition, CDA's legal counsel may also provide guidance to LTCOP provider's staff as requested through the Office of the State Long-Term Care Ombudsman.
- 6.11.3 Subrecipient may assist CDA in providing legal representation when an Ombudsman Representative has been subpoenaed as a witness in a suit or when other legal action is threatened or brought in connection with the performance of the official duties of the Ombudsman Representative.
- 6.11.4 In collaborating with LTCOP provider, Subrecipient shall maintain the confidentiality of all Client files consistent with all applicable laws as well as Appendix A (Sample Subaward), Subparagraph 7.6 (Confidentiality).

## **6.12 Priority and Target Populations**

- 6.12.1 Services must be targeted to those in Greatest Social Need or Greatest Economic Need (see Appendix A (Sample Subaward), Exhibit P (Definitions)), but not limited to low-income individuals, minorities, rural elders, and those with limited English proficiency.
- 6.12.2 Identification of target populations shall reflect the needs of the particular geographic locale. This identification can be achieved through formal or informal legal needs assessments, interviews with other service providers, and input from the target Client groups.

- 6.12.3 Subrecipient shall develop a plan to ensure that Services are targeted to those populations. In developing plans for targeting Services to specific groups of older individuals, consideration is to be given to ways TLAP can assist such groups to achieve their desired outcome.
- 6.12.4 Both identification of target groups and plans for targeting and outreach shall be reassessed on a regular basis.
- 6.12.5 In providing Services to Caregiver Clients, Subrecipient shall give priority to the following:
  - 6.12.5.1 Family Caregiver and/or Grandparent/Relative Caregiver Clients who are Older Adults, with Greatest Social Need, i.e., rural, isolated, and with Greatest Economic Need (with particular attention to low-income) (Title III, Part E; Section 373(c)(2)(A) of the OAA).
  - 6.12.5.2 Family Caregiver Clients that provide care to individuals with Alzheimer's disease and related disorders with neurological or Organic Brain Dysfunction; of these, priority shall be given to those caring for Older Adults with such diseases or disorders (Title III, Part E; Section 372(b)(1) of the OAA);
  - 6.12.5.3 Grandparents/Relative Caregivers of a Child; of these, priority shall be given to those caring for children with Severe Disabilities (Title III, Part E; Section 372(b)(2) of the OAA; (see also Appendix A (Sample Subaward), Exhibit P (Definitions));
  - 6.12.5.4 Older Adults providing care to individuals with Severe Disabilities, including children with Severe Disabilities (Title III, Part E; Section 373(c)(2)(B) of the OAA; see also Appendix A (Sample Subaward), Exhibit P (Definitions));
    - 6.12.5.4.1 Severe Disability: For purposes of the Subaward, "Severe Disability", pursuant to OAA Title I, Section 102(48) of the OAA, is a severe, chronic disability attributable to mental or physical impairment, or a

combination of mental and physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

6.12.5.4.1.1 Self-care

6.12.5.4.1.2 Receptive and expressive language

6.12.5.4.1.3 Learning

6.12.5.4.1.4 Mobility

6.12.5.4.1.5 Self-direction

6.12.5.4.1.6 Capacity for Independent Living

6.12.5.4.1.7 Economic self-sufficiency

## 6.13 Fee Generating Cases

6.13.1 Subrecipient shall not use funds received under this Subaward to provide legal assistance in a fee generating case unless other adequate representation is unavailable or there is an emergency requiring immediate legal action. Subrecipient shall establish procedures for the referral of fee generating cases.

6.13.1.1 Fee generating case means any case or matter which, if undertaken on behalf of an eligible Client by an attorney in private practice, reasonably may be expected to result in a fee for legal Services from an award to a Client, from public funds, or from the opposing party.

6.13.1.2 Other adequate representation is deemed unavailable when:

6.13.1.2.1 Recovery of damages is not the principle object of the Client; or

6.13.1.2.2 A court appoints a TLAP provider pursuant to a statute or a court rule or practice of equal applicability to all

attorneys in the jurisdiction; or

6.13.1.2.3 An eligible Client is seeking benefits under Title II of the Social Security Act, 42 USC 401, et seq., Federal Old Age, Survivors, and Disability Insurance Benefits; or Title XVI of the Social Security Act, 42 USC 1381, et seq., Supplemental Security Income for Aged, Blind, and Disabled.

6.13.2 Subrecipient may seek and accept a fee awarded or approved by a court or administrative body, or included in a settlement, or with federal or State law.

6.13.2.1 When a case or matter accepted in accordance with Subsection 6.12.1 results in a recovery of damages, other than statutory benefits, Subrecipient may only accept reimbursement for out-of-pocket costs and expenses incurred in connection with the case or matter.

6.13.3 No funds made available under this Subaward shall be used for lobbying activities, including but not limited to any activities intended to influence any decision or activity by any non-judicial Federal, State or local individual or body. Nothing in this Subsection 6.12 is intended to prohibit an Employee from:

6.13.3.1 Communicating with a governmental agency for the purpose of obtaining information, clarification, or interpretation of the agency's rules, regulations, practices, or policies;

6.13.3.2 Informing a Client about a new or proposed statute, executive order, or administrative regulation;

6.13.3.3 Responding to an individual Client's request for advice only with respect to Client's own communications with officials unless otherwise prohibited by the OAA, Title III regulations or other applicable law. This provision does not authorize publication of lobbying materials or training of Clients on lobbying techniques or the composition of a communication for the Client's use;

- 6.13.3.4 Making direct contact with Area Agency on Aging (AAA) (see Appendix A (Sample Subaward), Exhibit P (Definitions)) for any purpose;
- 6.13.3.5 Providing a Client with administrative representation in adjudicatory or rulemaking proceedings or negotiations, directly affecting that Client's legal rights in a particular case, claim, or application;
- 6.13.3.6 Communicating with an elected official for the sole purpose of bringing a Client's legal problem to the attention of that official; or
- 6.13.3.7 Responding to the request of a public official or body for testimony, legal advice or other statements on legislation or other issues related to aging; provided that no such action will be taken without first obtaining the written approval of the AAA.

#### **6.14 Emergency Preparedness**

- 6.14.1 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of nature, and third party negligence, Subrecipient must have an emergency plan in place to ensure that there is no disruption in Service.
- 6.14.2 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster, or emergency. Attachment 8 (Emergency and Disaster Plan Basic Requirements)) details the minimum requirements of the plan.
- 6.14.3 The written plan must include the following sections:
  - 6.14.3.1 Emergency and Disaster Plan Mission
  - 6.14.3.2 Business Continuity Plan (BCP)
  - 6.14.3.3 Emergency Response Organization Chart
  - 6.14.3.4 Roster of Critical Local Contacts
  - 6.14.3.5 Communication Plan

- 6.14.4 The Emergency and Disaster Plan must be made available to Staff, Volunteers, and Lower Tier Subrecipients for reference before, during, and after the emergency or disaster.
- 6.14.5 Subrecipient's key Staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.
- 6.14.6 Annually, Subrecipient shall update the Emergency and Disaster Plan and submit it to the designated AAA Emergency Coordinator (see Appendix A (Sample Subaward), Exhibit P (Definitions)).
- 6.14.7 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.
- 6.14.8 Subrecipient must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes.
- 6.14.9 Subrecipient shall use the registry to contact Clients to assess if the Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.
- 6.14.10 Subrecipient shall complete Attachment 7 (Site Emergency Resource Survey) on an annual basis to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.
  - 6.14.10.1 Subrecipient shall complete and submit the Site Emergency Resource Survey on the last business day in September to the designated AAA Emergency Coordinator.
  - 6.14.10.2 Subrecipient shall complete and submit an updated Site Emergency Resource Survey to the designated AAA Emergency Coordinator anytime there is a change in information.
- 6.14.11 Subrecipient shall develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impact of any emergency event to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipient shall make the BCP available to its

Staff and Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.

6.14.12 The BCP must include a system to track emergency expenditures and emphasize the following:

6.14.12.1 Back-up systems for data

6.14.12.2 Emergency Service Delivery options

6.14.12.3 Community resources

6.14.12.4 Transportation

6.14.13 Subrecipient shall:

6.14.13.1 Designate an Emergency Coordinator (as indicated on Attachment 7 (Site Emergency Resource Survey)) to communicate with the AAA Emergency Coordinator (as listed on Exhibit E (County's Administration)) or designee in the event of an emergency or disaster, and ensure that the AAA Emergency Coordinator or designee has current contact information for Subrecipient's Emergency Coordinator.

6.14.13.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services (OES).

6.14.13.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.

6.14.13.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.

6.14.13.5 Maintain a current list of support agencies and Services (in addition to AAA subrecipients) in local and neighboring communities to provide information and assistance for Clients, their families and representatives, and facility Staff.

6.14.13.6 Maintain a current list of agency Staffs' telephone

numbers, e-mail addresses, and emergency contact information.

6.14.13.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.

6.14.13.8 Ensure that there are adequate Staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.

6.14.13.9 Maintain a written escape plan and route for Clients receiving on-site Services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.

6.14.13.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs for things such as additional food, supplies, extra home-delivered meals, home clean-up and safety, emergency medications, transportation, and other immediate needs which may include:

6.14.13.10.1 Assisting Older Adults, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency Services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.

6.14.13.10.2 Coordinating Services for Older Adults and disabled adults who may be bedbound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.

6.14.13.10.3 Assisting in the relocation of



homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

#### **6.14.14 Communication Procedures with the AAA**

6.14.14.1 Subrecipient must provide a status update to the AAA Emergency Coordinator or designee in the event of an emergency or disaster. The standard communication procedures during and after an emergency or disaster are as follows:

6.14.14.1.1 AAA Emergency Coordinator will provide information to Subrecipient and request feedback regarding the impact of the emergency or disaster on Clients, Program operations, facilities, and where feasible, the impact on Older Individuals, their family caregivers, individuals with disabilities, and any unmet needs in Los Angeles County (via text message, email, telephone, or any other method that is available).

6.14.14.1.2 Subrecipient will provide information to the AAA Emergency Coordinator regarding the impact of the emergency or disaster and any unmet needs resulting from the event as soon as possible (via text message, email, telephone, or any other method that is available).

6.14.14.1.3 Information received by the AAA Emergency Coordinator will be compiled into a report that will be submitted to the Los Angeles County Board of Supervisors and CDA Disaster Preparedness Coordinator

#### **6.15 Multipurpose Senior Centers**

6.15.1 If Subrecipient operates a Multipurpose Senior Center as defined

under Title 42 USC Section 3002(36), Subrecipient must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

6.15.2 If Subrecipient operates a Multipurpose Senior Center, as noted in 10.8.1 above, Subrecipient shall comply with the provisions contained in the following acts:

6.15.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3) 10.9.2.2.

6.15.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR, Part 5).

6.15.2.3 Contract Work Hours and Safety Standards Act (40 USC 327-332) (29 CFR, Part 5).

6.15.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

6.15.3 Subrecipient acknowledges that when an existing facility has been altered with Subaward Sums made available through the Subaward and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

6.15.3.1 Not less than three (3) years from the date this Subaward terminates or expires where the amount of the Subaward or award of Subaward Sums, including the non-federal share, does not exceed thirty thousand dollars (\$30,000).

6.15.3.2 If the amount of award exceeds thirty thousand dollars (\$30,000), the fixed period of time shall not be less than three (3) years from the date the Subaward terminates or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars (\$75,000).

- 6.15.3.3 For amounts, or award of Subaward Sums, exceeding seventy-five thousand dollars (\$75,000), the fixed period of time shall not be less than ten (10) years from the date the Subaward expires or terminates.

## **7.0 HOURS/DAY OF WORK**

- 7.1 Subrecipient shall provide TLAP Services at a minimum during normal business hours. Subrecipient's Staff shall be available to all Clients, potential Clients, and referral sources, as well as County representatives at a minimum during normal business hours. A list of County recognized holidays is provided in Attachment 2 (County Recognized Holidays).
- 7.2 For any site closure, disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs, religious holidays, etc.), or any deviation from the traditional Monday through Friday schedule of Services, days, or times, Subrecipient shall submit a written request to County's Program Manager at least ten (10) business days in advance of the closure/deviation date. This request shall state the date and reason for the closure/deviation and shall provide an action plan to ensure that delivery of Services is not disrupted. The request and action plan must be approved by County's Program Manager in writing prior to its implementation.
- 7.3 Subrecipient's TLAP sites shall be closed on County recognized holidays (i.e., Subrecipient is not required to provide Services on County recognized holidays). When Subrecipient elects to provide Services on such holidays, County shall not reimburse Subrecipient for delivery of Service (except when Subrecipient has received prior written approval from County's Program Manager to operate on such days). TLAP sites shall be closed on County recognized holidays (i.e., Subrecipient is not required to provide Services on County recognized holidays). When Subrecipient elects to provide Services on such holidays, County shall not reimburse Subrecipient for delivery of Service (except when Subrecipient has received prior written approval from County's Program Manager to operate on such days).
- 7.4 Subrecipient's Staff shall provide personal telephone contact information to Clients, potential Clients, and County during Subrecipient's hours of operation. Subrecipient shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Subrecipient's Staff shall check and respond to all messages in a timely manner but not to exceed forty-eight (48) business hours within receipt of the call.

## **8.0 WORK SCHEDULES**

- 8.1 Subrecipient shall submit a Work schedule for each site to County's Program Manager for review and approval within fourteen (14) days prior to starting Work. Said Work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.
- 8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Program Manager for review and approval within fourteen (14) working days prior to scheduled time for Work.
- 8.3 County may request, at its sole discretion, a deviation of regular Work schedule to address site/task demands.

## **9.0 UNSCHEDULED WORK**

- 9.1 County's Program Manager or his/her designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of nature, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, at its sole discretion, County may request that Subrecipient provide Services beyond normal business hours.
- 9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Subrecipient's estimate, County's Program Manager or his/her designee must approve the excess cost. In any case, no unscheduled work shall commence without County's prior written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the Work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Contract Manager within five (5) business days after completion of the Work.
- 9.4 All unscheduled Work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said Work within the time allotted.
- 9.5 County reserves the right to perform unscheduled Work itself or assign the Work to another Subrecipient.

## **10.0 SPECIFIC WORK REQUIREMENTS**

- 10.1 In providing Services to Clients, Subrecipient must provide Services from each of the following service categories: Administrative and Judicial Representation; Senior Center Site Consultation; Pro Se Services; Volunteer Attorney Recruitment, Training and Supervision; Lay Advocate Training; Community Legal Education; and Traditional Legal Services to Caregiver Clients.
- 10.2 Subrecipient shall provide legal representation and other administrative functions, to vulnerable Clients with unmet legal needs, by (1) active members of the California State Bar, or (2) by a non-attorney, paralegal or law student, under the supervision and control of an active member of the California State Bar, consistent with the California State Bar Rules and California statutes and regulations, as further described herein.
- 10.3 Subrecipient shall employ a mechanism to ensure that a Client's record is accessible only to those assigned a password by County MIS. Subrecipient shall implement County approved policies and procedures to include safeguards for confidentiality and unauthorized access, authentication by electronic signature keys, and systems maintenance. Specifically, for electronic signatures, Subrecipient's system must:
  - 10.3.1 Identify the signatory individual, including the date and time when the signature was executed, and the meaning associated with the signature (e.g., review, approval, responsibility, authorship, and authentication);
  - 10.3.2 Assure the integrity of a document's content, including any actions taken to create, modify, or strike out an electronic entry; and
  - 10.3.3 Provide for non-repudiation (e.g., strong and substantial evidence that will make it difficult to claim that the electronic representation is not valid).
- 10.4 Subrecipient shall utilize the County's Management Information System (MIS) for recording casework (see Attachment 5 (CDA 1021 Legal Services Intake Form) and Attachment 6 (CDA 1022 Legal Services Quarterly Aggregate Report) for the following service categories: Administrative and Judicial Representation; Senior Center Site Consultation; Pro Se Services; Volunteer Attorney Recruitment, Training and Supervision; Lay Advocate Training; Community Legal Education; and Traditional Legal Services to Caregiver Clients, as required.

10.5 Subrecipient shall enter the Units of Service delivered to Clients into the County's MIS. The Unit of Service is the representation of the amount of services provided to a Client, while the Unit of Measurement is a representation of how each unit is measured. County has established a fixed reimbursement rate for each Unit of Service provided by the Subrecipient; this forms the basis upon which payment is made to Subrecipient. Programs Services, its respective Unit of Measurements, and maximum Unit.

**10.6 TLAP Services to Older Adult Clients (This applies to Title III B Clients Only)**

**10.6.1 Administrative and Judicial Representation**

10.6.1.1 Subrecipient shall provide in-person representation provided by an Attorney (Employee or Volunteer) to Older Adult Clients who are before an Administrative or Judicial tribunal. Subrecipient's Attorney(s) will be the advocate and representative for the Older Adult Client throughout the legal proceeding.

10.6.1.2 Administrative and Judicial representation may involve, but is not limited to, the following areas:

10.6.1.2.1 Public benefits

10.6.1.2.2 Consumer and home equity fraud

10.6.1.2.3 Housing issues

10.6.1.2.4 Health care

10.6.1.2.5 Protective services

10.6.1.2.6 Defense of guardianship

10.6.1.2.7 Abuse

10.6.1.2.8 Neglect

10.6.1.2.9 Age discrimination

10.6.1.2.10 Any situation in which the Older Adult Client will suffer irreparable harm if the Older Adult Client does not receive immediate legal representation and the Older Adult

Client cannot obtain representation from other sources in order to prevent such harm.

10.6.1.2.11 Subrecipient shall provide effective Administrative and Judicial representation in the areas of law affecting Clients with economic and/or social need (45 CFR 1321.71).

10.6.1.3 Unit of Measurement (see Appendix A (Sample Subaward), Exhibit P (Definitions)): One (1) Hour

10.6.1.4 The Units of Service shall be the total number of Administrative and Judicial Representation hours provided to Older Adult Clients. Activities may include: Client intake, discovery, legal research, preparation/review of case related documents, case review meetings, dispositions, translations, and closing procedures relevant to the delivery of Services. Subrecipient shall record Units of Service for reimbursement in actual time.

10.6.1.5 Maximum Rate of Reimbursement: \$55.00/Hour

## 10.6.2 **Site Consultation**

10.6.2.1 Subrecipient shall provide Site Consultation, using Attorneys (Employee or Volunteer), to Older Adult Clients at designated Senior Center (see Appendix A (Sample Subaward), Exhibit P (Definitions)) Sites or other appropriate locations in the community where Older Adults may congregate. Site Consultations may include legal interpretation/advice in areas, including but not limited to the following:

10.6.2.1.1 Public benefits

10.6.2.1.2 Consumer and home equity fraud

10.6.2.1.3 Housing issues

10.6.2.1.4 Health care

10.6.2.1.5 Protective services

- 10.6.2.1.6 Defense of guardianship
- 10.6.2.1.7 Abuse
- 10.6.2.1.8 Neglect
- 10.6.2.1.9 Age discrimination
- 10.6.2.2 Subrecipient Attorney (Employee or Volunteer) will provide Site Consultation a maximum of eight (8) hours per month to Older Adult Clients at each designated Site. Legal Consultation sessions must be provided on a monthly basis at each designated location.
- 10.6.2.3 The designated Sites shall be distributed throughout Los Angeles County based on appropriate factors such as, but not limited to:
  - 10.6.2.3.1 The size of the population over sixty (60) years old
  - 10.6.2.3.2 Low-income elderly population
  - 10.6.2.3.3 Minority elderly population
- 10.6.2.4 Subrecipient shall provide County's Program Manager a schedule of Site Consultations on a monthly basis or as requested by County.
- 10.6.2.5 Trained Volunteer Attorneys under the supervision of a Staff Attorney should be used as much as possible to provide Senior Center Site Consultation.
- 10.6.2.6 Unit of Measurement: One (1) Hour
- 10.6.2.7 The Units of Service shall be the total number of Site Consultation hours provided to Older Adult Clients. Only the time spent providing consultation to Older Adult Clients shall be factored into the Unit of Measurement. Subrecipient shall record Units of Service for reimbursement in actual time.
- 10.6.2.8 Maximum Rate of Reimbursement: \$45.00/Hour

### 10.6.3 **Pro Se Services**



- 10.6.3.1 Subrecipient shall provide Pro Se Services support and training. Pro Se Services are those services that assist Older Adult Clients in preparing for legal self-representation and also includes, but is not limited to, assistance with legal-document preparation (e.g., health directives and wills). Pro Se Services will enable Older Adult Clients to handle minor legal matters on their own or with minimal legal assistance.
- 10.6.3.2 Unit of Measurement: One (1) Hour
- 10.6.3.3 The Units of Service shall be the total number of Pro Se Service hours provided to Older Adult Clients. Only the time spent providing Pro Se Services to Older Adult Clients shall be factored into the Unit of Measurement. Subrecipient shall record Units of Service for reimbursement in actual time.
- 10.6.3.4 Maximum Rate of Reimbursement: \$45.00/Hour
- 10.6.4 **Volunteer Attorney Recruitment, Training, and Supervision**
  - 10.6.4.1 Subrecipient shall create and maintain a plan for the recruitment, training, and supervision of Volunteer Attorneys. Places of potential recruitment include local bar associations and local neighboring law offices. Subrecipient shall provide comprehensive and thorough training to the Volunteer Attorneys, which includes training on Client eligibility and assessment, Client record keeping, as well as substantive elder law topics, including, but not limited to: public benefits, long-term care, consumer fraud, housing and landlord/tenant issues, and legal planning for incapacity and death.
  - 10.6.4.2 Regular supervision by the Managing Attorney and continuing in-service training shall be maintained for Volunteer Attorneys. The Managing Attorney shall directly supervise the work of those Volunteer Attorneys providing legal advice and recommendations.

10.6.4.3 Unit of Measurement: One (1) Hour

10.6.4.4 The Units of Service shall be the total number of Volunteer Attorney Recruitment, Training, and Supervision hours provided by Subrecipient. Only the time directly spent providing this provision of Services shall be factored into the Unit of Measurement. Subrecipient shall record Units of Service for reimbursement in actual time.

10.6.4.5 Maximum Rate of Reimbursement: \$45.00/Hour

**10.6.5 Lay Advocate Training**

10.6.5.1 Subrecipient shall provide *multi-day training* for individuals in the community to enable them to act as Lay Advocates for Older Adult Clients as permitted by law. Topics of Lay Advocate Training shall include, but are not limited to: public benefit eligibility, application procedures, and determination appeal procedures. Subrecipient shall train a minimum of 100 Lay Advocates per fiscal year.

10.6.5.2 Unit of Measurement: One (1) Hour

10.6.5.3 The Units of Service shall be the total number of Lay Advocate Training hours provided by Subrecipient. Only the time spent providing Lay Advocate Training shall be factored into the Unit of Measurement. Subrecipient shall record Units of Service for reimbursement in actual time.

10.6.5.4 Maximum Rate of Reimbursement: \$45.00/Hour

**10.6.6 Community Legal Education Presentations**

10.6.6.1 Subrecipient shall provide Community Legal Education Presentations at least once a month at each designated Senior Center Site and other appropriate locations, approved by County, within Subrecipient's subaward service area. Community Legal Education shall consist of presentations on topics of interest to Older Adult Clients including preventative measures against consumer fraud,

housing issues, advanced directives for healthcare, wills and trusts, and related issues.

10.6.6.2 Unit of Measurement: One (1) Hour

10.6.6.3 The Units of Service shall be the total number of Community Legal Education hours provided by Subrecipient. Only the time spent providing Community Education Presentations shall be factored into the Unit of Measurement. Subrecipient shall record Units of Service for reimbursement in actual time.

10.6.6.4 Maximum Rate of Reimbursement: \$45.00/Hour

**10.7 TLAP Services to Caregiver Clients (This applies to Title III E Clients Only)**

10.7.1 Subrecipient shall provide Services to Family Caregiver and Grandparent/Relative Caregiver Clients. These Services shall be provided by Subrecipient's Attorneys (Employee or Volunteer) to Family Caregiver or Grandparent/Relative Caregiver Clients when assisting a Caregiver with legal needs associated with his or her caregiving-related legal issues. Subrecipient's Attorney(s) will be the advocate and representative for their Caregiver Clients throughout the legal proceeding. These Services include the provision of one-to-one legal advice, legal counseling or administrative and judicial representation, as described below.

10.7.2 Administrative and Judicial Representation may involve, but is not limited to, the following areas:

10.7.2.1 Public benefits

10.7.2.2 Consumer and home equity fraud

10.7.2.3 Housing issues

10.7.2.4 Health care

10.7.2.5 Protective services

10.7.2.6 Defense of guardianship

10.7.2.7 Abuse

10.7.2.8 Neglect

10.7.2.9 Age discrimination

10.7.2.10 Any situation in which the Older Adult Client will suffer irreparable harm if the Older Adult Client does not receive immediate legal representation and the Older Adult Client cannot obtain representation from other sources in order to prevent such harm.

10.7.3 Unit of Measurement: One (1) Contact

10.7.4 The Units of Service shall be the total number of Contacts provided by Subrecipient in the provision of Administrative and Judicial Representation to Caregiver Clients.

10.7.5 However, Subrecipient shall be reimbursed based on the total number of hours in the provision of Administrative and Judicial Representation to Caregiver Clients. Activities considered for reimbursement may include Client intake, discovery, legal research, preparation/review of case related documents, case review, meetings, dispositions, translations, and closing procedures relevant to the delivery of Services. Subrecipient shall only be reimbursed for the actual time spent providing Administrative and Judicial Representation.

10.7.6 Maximum Rate of Reimbursement: \$55.00/ Hour

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

11.1 All listings of Services and requirements reflected in Attachment 1 (Performance Requirements Summary Chart) are intended to be completely consistent with this Subaward and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in this Subaward and this Statement of Work. In any case of apparent inconsistency between Services and requirements as stated in this Subaward, this Statement of Work, and Attachment 1 (Performance Requirements Summary Chart), the meaning apparent in this Subaward and this Statement of Work will prevail. If Subrecipient initiates a request for a review and as a result, County determines any Service seems to be created in Attachment 1 (Performance Requirements Summary Chart) which is not clearly and forthrightly set forth in this Subaward and this Statement of Work then that apparent Service will be null and void and place no requirement on Subrecipient.

## **12.0 GREEN INITIATIVES**

- 12.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 12.2 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.
- 12.3 Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 12.4 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 12.5 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 12.6 Subrecipient shall notify County’s Program Manager of Subrecipient’s new green initiatives seven (7) days prior to the commencement of the Subaward.